NOTICE TO BIDDERS SPECIFICATION NO. 07-056

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

One (1) 2007 Hybrid Sedan

Sealed bids will be received by City of Lincoln, Nebraska on or before 12:00 noon Wednesday, February 07, 2007, in the office of the Purchasing Agent, "K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Bid specification may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid, select current year, select bid specification. Prospective submitters must monitor the bid listing for any addendums.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

Company Nar	ne
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PROPOSAL SPECIFICATION NO. 07-056 BID OPENING TIME: 12:00 NOON

DATE: Wednesday, February 07, 2007

the con addence for the	itract do la) and a performa	cuments all other ance of t		otice, Instruction roposal, agrees	s, this Prop to enter into	osal, Speci a contract	fications, Contra with the City th	act, and any and all ne below listed fees
acknow relieve	/ledged.	Failure mitter fro	The receipt of adde of any submitter to many obligations:	receive any ad	dendum or	nterpretation	on of the specific	cations shall not
<u>Item</u>	Qty.	<u>Unit</u>	Description				Unit cost	Total Cost
1.	One (1) each	2007 Hybrid Sed	an as specified.			\$	\$
	Make_		Model					
INTER- the Sta purchas contract Subdivi	ATIVE ACT t Compliant and subsections. LOCAL te of Ne sing agreat. Each dision ord	TION PRO nce, Sec. tantial revi PURCH braska, l eements bidder s	ASING: The City/C by mutual agreeme , the right to purch shall indicated on the coordance with the	der will be required ortunity Officer will our's equal opportunity. County desires to ent with the successe the same sene Bid Form in the	etermine com policies, prod make avai essful biddervices, at the pre space pr	the provision pliance or not bedures and plable to other, and proper prices quovided below the prices quovided the prices quovided the provided the provision the provision plants and provided the provision plants and provided the provision plants are provided the provision plants and provided the provision plants are provided the provided the provided the provision plants are provided the provision plants are provided the provision plants are provided the p	n-compliance with tractice. er local governroerly authorized uoted, for the peak of the solution in the solut	ment entities of inter-local eriod of this honor Political
					YES	;	NO	
	(a) Bid (b) Bid (c) If (l Thre	prices prices prices state pugh	: <u>BIDDER MUST</u> firm for the full consubject to escala period for which 	ontract period: tion/de-escalat prices will rer	ion: nain firm:	of this Aç	greement:	

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL. MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 07-056, AS WELL AS COMPANY NAME AND ADDRESS.

COMPANY NAME	BY (Signature)		
STREET ADDRESS or P.O. BOX	(Print Name)		
CITY, STATE ZIP CODE	(Title)		
TELEPHONE No. FAX No.	(Date)		
E-MAIL ADDRESS	ESTIMATED DELIVERY DAYS		

Bids may be inspected in the Purchasing Division during normal business hours <u>after</u> tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

Company	/ Name		

CITY OF LINCOLN EQUIPMENT SPECIFICATIONS

2007 HYBRID SEDAN

REQUIREMENTS
100.0"
169"
15"

Make		Model	
Series, Code, Trim Level			
Engine	EPA		

1. VEHICLE

- 1.1 The vehicle furnished under this specification shall be the latest model, standard production units, offered to the general trade, equal in every respect to the construction and performance characteristics shown in the manufacturer's specifications and descriptive literature for this type of vehicle as manufactured and advertised for delivery in the continental United States and including all equipment normally offered and installed at the factory.
- 1.2 "Stripped" car versions are specifically excluded.
- 1.3 The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
- 1.4 Engine bores; main bearings, connecting rod bearings and wrist pins shall not exceed the manufacturer's established size tolerances.
- 1.5 All vehicles offered must meet or exceed the following minimum specifications.
- 1.6 It is intended the manufacturer will build the car to these specifications and the selling or servicing dealer will be required only to perform the normal pre-delivery service and not be required to modify, alter, exchange, assemble, install or paint various components to meet these specifications.

2. ACCEPTABLE MODELS

2.1 All Hybrid sedans meeting this specification will be considered.

3. MOTOR VEHICLE DEALER LICENCE

- 3.1 The successful bidder shall hold at the time of the Bid opening a current Motor Vehicle Dealer Licence from the State of Nebraska.
 - 3.1.1 A copy of the bidder's Dealer Licence must be included in the proposal.
 - 3.1.2 Failure to hold a current Motor Vehicle Dealer Licence will cause the bid to be immediately rejected without further consideration.

Company Name	
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4. DELIVERY

- 4.1 Between **9:00 AM and 3:00 PM**, daily except Saturday, Sunday and holidays, AFTER SERVICING AND READY TO DRIVE, with not less than five gallons of
- 4.2 Deliveries desired prior to 120 days after receipt of order; quoted deliveries beyond 120 days are an award consideration.
- 4.3 All deliveries shall be scheduled with agency representative.
 - 4.3.1 The Agency Representative shall be Pat Wenzl, 402-441-7693, located at 635 J Street, Lincoln NE 68508.
- 4.4 The vehicles shall not have over 200 miles on the odometer at the time it is officially accepted.
- 4.5 Vehicles will not be accepted if all paper work is not with the vehicle at time of delivery.
- 4.6 Dealer still owns the vehicles until buyers sign all required paper work.

5. FACTORY INSTALLATION

- 5.1 If manufacturer has requirements available from factory, then item must be FACTORY-INSTALLED; if factory-installation is not available, then it must be noted as a dealer-installation and an exception.
- All vehicles shall comply with all current provisions of the National Traffic and Motor Vehicles Safety Act, and applicable provisions of the USEPA Emission Standards.

6. SPECIFICATIONS

Meets Specification - Please Indicate - (if other explain on comment line).

6.1 All items listed below are required. If there is an exception, a detailed explanation must be provided.

Meets Spec Yes No 6.1.1 Minimum wheelbase of 100 inches 6.1.2 Integrated Combination Gasoline and Electric Engine 6.1.2.1 1.3 liters displacement 6.1.1.2 Electronic ignition system 6.1.1.3 State combined HP of engine and motor. 6.1.1.4 Permanent magnet motor type 6.1.1.5 Sealed Nickel-Metal Hydride Battery. Electronically Controlled Continuously Variable Transmission. 6.1.3 Anti Lock Brake System 6.1.4 6.1.5 Rack-and-Pinion Steering with Power Assist ___ 6.1.6 15 inch wheels. Size 6.1.7 **Temporary Spare** 6.1.8 Electric rear window defroster 6.1.9 CFC free two-way flow automatic climate control 6.1.10 Tilt Steering Wheel. 6.1.11 Cruise Control 6.1.12 Power windows and locks. 6.1.13 Cloth Seats. 6.1.14 Remote Keyless entry system. 6.1.15 Anti-theft system with engine immobilizer 6.1.16 Am/FM cassette with four speakers. 6.1.17 Variable intermittent windshield wipers 6.1.18 Driver and front passenger air bag. 6.1.19 Driver and Front Passenger Seat – Mounted Side-Impact Air Bag.

Company	y Name_	
Compan	y i vaiiic_	

Meets Spec Yes No

7.	MISCE	<u>ELLANEOUS</u>
	7.1 7.2	Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned. Manufacturer's standard complement of tools, bumper jack, wheel wrench, and jack handle shall
		be provided, together with facilities for storage.
	7.3	It is the intention of the City of Lincoln to buy vehicles with standard colors supplied by the manufacturer.
		7.3.1 Please attach a listing of colors available by the manufacturer and the Interior colors available.
3.	DELIV	
	8.1	All vehicles shall be delivered FOB destination in Lincoln, Nebraska and in accordance with the Delivery Schedule shown on the purchase order.
	8.2	Dealer nameplates, decals, etc., shall not be affixed to vehicle.
	8.3	The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
	8.4	Invoices shall describe the vehicle, including vehicle identification number (VIN), key number and the City of Lincoln purchase order number
	8.5	Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties.
		8.5.1 Political subdivisions, cities, and counties must meet terms and conditions of the contract.
	8.6	Motor vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted.
		8.6.1 The vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired.
	WARF	RANTY
	9.1	The manufacturer's standard warranty shall apply to each vehicle.
		9.1.1 Mechanical or body repair required under manufacturer's warranty, prior to use of the vehicle by the City, shall be the responsibility of the selling dealer, including the transportation thereof.
		9.1.2 Warranty to be effective from date of issuance of first assignment and the mileage warranty will begin from the mileage on the odometer on the date of assignment.
	9.2	A minimum warranty of 3 years, 36,000 miles or the manufacturer's standard warranty, whichever is greater, is required.
	9.3	A minimum of 5 years, 60,000 miles for engine and power train is required (INCLUDE IN BASE BID PRICE)
	9.4	A minimum of 8 years, 100,000 miles for hybrid related components (including battery pack, control modules etc.) is required.
EXCE	EPTIONS	/ COMMENTS:

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

. BIDDING PROCEDURE

- Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- Bid prices shall be submitted on the Proposal Form included in the bid 5. ADDENDA 1.2 document
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or
- 1.5 Bids received after the time and date established for receiving bids will be reiected.
- If bidding on a Construction Contract, the City of Lincoln's Standard 1.6 Specifications for Municipal Construction 2006 shall apply.
 - Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
 - 1.6.2 Said document can be reviewed at Design Engineering or the Purchasing Division.
 - The Standard Conditions are available on the web site.
 - http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm

BIDDER'S SECURITY

- Bid security, as a guarantee of good faith, in the form of a certified check, 21 cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- If alternates are submitted, only one bid security will be required, provided the 2.2 bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award
- Bid security will be returned to the successful bidder(s) as follows:
 - For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - For all other contracts: upon approval by the City of the executed contract and bonds.
- City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - A contract has been executed and bonds have been furnished.
 - The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

BIDDER'S REPRESENTATION

- Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith
- 32 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of bids.

- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders and posted on the City-County website at lincoln.ne.gov
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

- 5.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Copies of addenda will be made available for inspection at the office of the Purchasing Agent and on the City-County website.
- No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

INDEPENDENT PRICE DETERMINATION

By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has ben made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

9. DEMONSTRATIONS/SAMPLES

- Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- If items are small and malleable, the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

- 10.3 All bids shall be based upon inside delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve it's requirements.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. AFFIRMATIVE ACTION

17.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

18. LIVING WAGE

18.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

19. EXECUTION OF AGREEMENT

19.1	Deper	nding	on the type of service provided, one of the following three (3) methods will
	be em	ploye	d. The method applicable to this contract will be checked below:
	Χ	a.	This Contract shall consist of a PURCHASE ORDER and a copy of the
			suppliers signed bid (or referenced bid number) attached and that the
			same, in all particulars, becomes the agreement and contract between

suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.

b. The contract shall consist of a YEARLY AGREEMENT and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.

c. Three (3) copies of the CONTRACT, unless otherwise noted.

- City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
- 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
- 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
- 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.